

DECLARATION FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship is as stated below next to my name.

I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled EXONUCLEASE-MEDIATED NUCLEIC ACID REASSEMBLY IN DIRECTED EVOLUTION, the specification of which

\_\_\_\_\_ is attached hereto.

X was filed on March 27, 2000 as U.S. Application Serial No. 09/535,754 (the "Application") (Docket No. 1460-14).

I hereby authorize and request insertion of the application serial number of the Application when officially known.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability of the subject matter of the Application as defined in Title 37, Code of Federal Regulations ("C.F.R."), § 1.56.

With respect to the Application, I hereby claim the benefit under 35 U.S.C. Section 119(e) of any United States provisional application(s) listed below:

<u>60/008,311</u>	<u>December 7, 1995</u>
(Application Serial No.)	(Filing Date)
<u>60/008,316</u>	<u>December 7, 1995</u>
(Application Serial No.)	(Filing Date)

With respect to the Application, I hereby claim the benefit under 35 U.S.C. Section 120 of any United States application(s), or Section 365(c) of any PCT International application designating the United States, listed below and, insofar as the subject matter of each of the claims of the application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. Section 112, I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability of the subject matter of the Application as defined in Title 37, C.F.R., Section 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of the Application:

<u>09/ 522,289</u>	<u>3/9/00</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)
<u>09/498,557</u>	<u>2/4/00</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)
<u>09/495,052</u>	<u>1/31/00</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)
<u>09/332,835</u>	<u>6/14/99</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)
<u>09,276,860</u>	<u>3/26/99</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)
<u>09/267,118</u>	<u>3/9/99</u>	<u>Pending</u>
(Application Serial No.)	(Filing Date)	(Status)
		(patented, pending, abandoned)

Pending  
(Status)  
(patented, pending, abandoned)

Pending  
(Status)  
(patented, pending, abandoned)

Issued  
(Status)  
(patented, pending, abandoned)

Pending  
(Status)  
(patented, pending, abandoned)

Issued  
(Status)  
(patented, pending, abandoned)

Issued  
(Status)  
(patented, pending, abandoned)

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Full name of second inventor: Tsotne David Djavakhishvili

Inventor's signature: TS. Djavakhishvili

Date: 05.02.00

Residence: San Diego, CA 92122

Citizenship: Georgia

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Full name of third inventor: Gerhard Johann Frey

Inventor's signature: Gerhard Frey

Date: 05/18/00

Residence: San Diego, CA

Citizenship: ~~USA~~ Germany GF

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San Diego, CA 92129

ASSIGNMENT  
(BY INVENTOR(S))

This assignment ("Assignment") is made by Jay M. Short of Rancho Santa Fe, California; Tsotne D. Djavakhishvili of San Diego, California; and Gerhard J. Frey of San Diego, California; ("Assignors") to DIVERSA CORPORATION, a Delaware corporation ("Assignee"), having a place of business at 10665 Sorrento Valley Road; San Diego, California 92121.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **EXONUCLEASE-MEDIATED NUCLEIC ACID REASSEMBLY IN DIRECTED EVOLUTION**, for which an application for United States Letters Patent was filed on March 27, 2000 in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No. 09/535,754  
(Docket No. DIVER1460-14).

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

## Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

Dated: 5/10/00

Jay M. Short  
Jay M. Short

Dated: 05.09.00

Tsotne D. Djavakhishvili  
Tsotne D. Djavakhishvili

Dated: 05/18/00

Gerhard J. Frey  
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